



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
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CHIEF, BUREAU OF MEDICINE AND SURGERY NAVY MEDICINE
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BUMED
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3 Apr 18

MEMORANDUM OF AGREEMENT
BETWEEN
DEPUTY CHIEF OF NAVAL OPERATIONS
(MANPOWER, PERSONNEL, TRAINING AND EDUCATION) (N1)
AND
CHIEF, BUREAU OF MEDICINE AND SURGERY (M00C4)

Subj: NAVY DIETITIAN SUPPORT TO OPERATIONAL FORCES

- Ref: (a) DoD Instruction 1010.10 of 28 April 2014
(b) DoD Instruction 6130.05 of 18 February 2011
(c) OPNAVINST 6100.2A
(d) OPNAVINST 10110.1/Army Regulation 40-25/MCO 10110.49/AFI 44-141
(e) BUMEDINST 10110.5
(f) BUMEDINST 6110.13A
(g) U.S. Department of Agriculture Dietary Guidelines
(h) U.S. Department of Health and Human Services Guidelines
(i) National Research Council Dietary References

1. Purpose. To align with the Secretary of the Navy's (SECNAV) direction to increase awareness, utilization, and operational relevance of Navy Registered Dietitians (RD) in transforming the Navy's culture from a focus on disease treatment to one of health promotion and disease prevention and control. To improve Sailor access to Navy RDs by bringing RDs to commands in a temporary additional duty status and to support the Navy Medicine mission by providing a medically ready force and a ready medical force to Combatant Commands in both peacetime and wartime. This is a new, non-reimbursable Memorandum of Agreement (MOA) between the Chief, Bureau of Medicine and Surgery (BUMED) and Deputy Chief of Naval Operations (Manpower, Personnel, Training and Education) (N1) (DCNO (N1)). When referred to collectively, BUMED and DCNO (N1) are referred to as the "Parties."

2. Background. Active-duty RDs are BUMED assets who primarily work within Navy Medical Treatment Facilities (MTF) in a variety of capacities to serve Navy and Marine Corps active duty and TRICARE beneficiaries. Traditionally, personnel take time off from operational duties to receive preventive-based nutrition education at a MTF, a place of disease treatment and health care management. This agreement revolutionizes the way nutrition education is delivered by optimizing time, money, health, and fitness for all entities involved by bringing nutrition education directly to the Sailors and leadership of commands throughout the fleet as needed.

Subj: NAVY DIETITIAN SUPPORT TO OPERATIONAL FORCES

3. Authority. Title 5 U.S. Code section 4103, Establishment of Training Programs

4. Scope

a. This MOA assigns responsibilities for BUMED, MTFs, supported operational commands, and RDs. The U.S. Marine Corps will not be partnering at this time while pending results of their newly implemented Force Fitness Instructor Military Operational Specialty.

b. All requirements not addressed by the MOA remain the responsibility of BUMED.

5. Agreement and Responsibilities

a. BUMED and Commanding Officers of the supported commands. Acknowledge and agree that:

(1) While in a temporary additional duty (TAD) status, the RD will report to the senior medical staff member attached to the command. If the command does not have a medical department, the RD will report to the administration officer or equivalent to coordinate services.

(2) The schedule, duration, and type of services the RD will provide the supported command(s) will be negotiated between and mutually agreed upon by the MTF and the command(s) (e.g., as-needed basis that does not interfere with RD responsibilities in the MTF).

(3) TAD expenses incurred will be the responsibility of the supported command including travel and per diem (lodging, meals and incidental charges).

b. Command Responsibilities. Commanding officers must:

(1) Fund visiting RDs' TAD (if applicable).

(2) Make available classroom space, an office, or other such venues to conduct group training and one-on-one counseling.

(3) Coordinate personnel schedules and permit personnel to attend nutrition educational sessions and one-on-one counseling with the RD, as applicable.

(4) Assist in coordinating meetings with key command personnel (e.g., commanding officer, executive officer, command master chief, morale recreation and welfare fitness boss, supply officer or food service officer, command fitness leader, etc.), as applicable, to enable the RD to best support the command's needs.

(5) Assist and provide necessary equipment, supplies, accommodations, etc. for operational exercises (e.g., if the command requests RD to go underway with a ship or participate in operational field exercises, etc.).

Subj: NAVY DIETITIAN SUPPORT TO OPERATIONAL FORCES

(6) Ensure that the privileging authority (PA) responsible for the operational component where the RD will be providing support will request and review the Inter-facility Credentials Transfer Brief (ICTB) for each RD assigned for each operational assignment. A printed copy of the ICTB will be provided to the senior medical staff member attached to the supported command or to the administrative officer if the command does not have a medical department.

c. MTF Responsibilities. MTF commanding officers must:

- (1) Coordinate with local and regional commands to provide appropriate RD services.
- (2) Authorize and assist the RD in making arrangements to travel on TAD orders funded by supported commands.
- (3) Supply necessary resources (e.g., laptop, supplies, indirect calorimeter, etc.) to support the RDs' mission.
- (4) Initiate an ICTB for the period of time the RD is TAD for each operational assignment. RDs will hand carry a copy of the ICTB with them to provide to the senior medical staff member attached to the supported command or to the administrative officer if the command does not have a medical department.

d. RD Responsibilities

- (1) Advise command leadership and Service members on nutrition principles, dietary plans, diet modifications, food selections and preparation, the role of nutrition, proper food choices in preventing disease and sustaining health, quality of life, and medical readiness.
- (2) Assess nutritional needs, dietary restrictions, and current health plan to develop and implement dietary-care plans and provide nutritional counseling, which may use indirect calorimetry to assess an individual's calorie requirements.
- (3) Counsel individuals and groups on nutrition education, healthy food choice, eating habits, performance nutrition, operational rations, safe dietary supplement use, and nutrition monitoring to help optimize quality of life. Provide nutrition courses for maintaining optimal health before, during, and after deployment.
- (4) Provide services as authorized via the ICTB, ensuring that only those services which can be adequately supported with the current available resources are performed.
- (5) Collaborate with food service officers and staff on menu development, budgeting, evaluation of food service facilities and nutrition programs. Assist in developing policies for food service nutritional programs that promote health and disease prevention and control.
- (6) Inspect meals served for conformance to Department of Defense (DoD) nutrition standards and conduct regular evaluations of the eating environment using analysis tools, (e.g.,

Subj: NAVY DIETITIAN SUPPORT TO OPERATIONAL FORCES

military-Nutrition Environment Assessment Tool (mNEAT)) to determine current state of the food environment and promote a culture for sustaining health.

(7) Consult with physicians and health care personnel from local MTFs to treat medical complications via medical nutrition therapy.

(8) Ensure time is reported in Defense Medical Human Resource System internet (DMHRSi) as code FCGA using the local task number. Coordinate the TAD dates with assigned labor cost accounting specialist to ensure Rule 11 is followed in line with Navy Medicine's Medical Expense and Performance Reporting Systems (MEPRS) Policy Labor Business Rule Matrix.

(9) Record patient encounters in the electronic health record, such as Armed Forces Health Longitudinal Technology Application via the line medical unit access to ensure the workload is captured and accounted for.

(10) Act as a liaison for nutrition education, counseling, and health programs which originate from 21st Century Sailor Office (OPNAV N17), Commander Navy Installation Command (CNIC), Naval Supply Systems Command (NAVSUP), Morale, Welfare and Recreation Health Promotions, BUMED, Navy and Marine Corps Public Health Center, Navy Exchange Command, and other health or food related commands. Promote enhanced work life balance. Coordinate recipe development and standardization, and develop new menus for commands through collaboration with NAVSUP and other food service entities (as applicable).

(11) Plan, conduct, and evaluate dietary, nutritional, and epidemiological research to provide reports and other publications to document and communicate research findings.

(12) Draft an after action report and submit it to the supported commanding officer and a copy to the MTF commanding officer. If needed, draft a recommended change in policy that best supports the effort and continuity of care.

6. Protection of Privacy and Security of Information

a. The Parties agree that no protected health or privacy information is anticipated to be exchanged among Parties to the agreement or supported commands during group training. However, protected health information may be discussed by the RD, as needed, while rendering nutritional educational services one-on-one with Sailors.

b. The Parties, RD, all supported commands, and personnel receiving or providing nutritional health services understand and will adhere, as applicable, to the privacy and security requirements of:

(1) Personally Identifiable Information (PII) pursuant to Title 5 U.S. Code section 552a, the Privacy Act of 1974, as amended, and as implemented by DoD 5400.11-R of 14 May 2007 and Department of the Navy in SECNAVINST 5211.5E.

Subj: NAVY DIETITIAN SUPPORT TO OPERATIONAL FORCES

(2) Protected Health Information (PHI) pursuant to the Health Insurance Portability & Accountability Act (HIPAA) Privacy and Security Rule of 1996, at 45 C.F.R. Part 160 and Part 164, as implemented by DoD in DOD 6025.18-R of 24 January 2003 and DoD Instruction 6025.18 of 2 December 2009.

(3) PII and PHI Safeguards pursuant to DoD Instruction 8580.02 of 12 August 2015. As applicable, the Parties, RD, and supported commands agree to secure PII and PHI at all times and to apply appropriate safeguards in the use, storage, maintenance, transit, and final disposition of all PII and PHI to prevent unauthorized use or disclosure in line with this Agreement, DoD regulations, Navy and agency-specific policies.

7. Point of Contact. The following points of contact will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party:

a. For the first party BUMED:

Name CDR Kelly Mokay, MSC, USN
Title Specialty Leader Navy Dietetics
Head, Nutrition Management
Address Naval Medical Center San Diego
34800 Bob Wilson Drive, Suite 111
San Diego, CA 92134
Phone 619-532-8520
E-mail kelly.e.mokay.mil@mail.mil

b. For the second party DCNO (N1):

Name LT Pamela Gregory, MSC, USN
Title Navy Nutrition Program Manager
Address OPNAV N170B, 21st Century Sailor Office
Navy Nutrition Program Manager
Physical Readiness Program
5720 Integrity Drive
Millington, TN 38055
Phone 901-874-6881
E-mail pamela.gregory@navy.mil


8. Resources. Execution of this support agreement is contingent upon local funding availability of commands supported by this Agreement. Therefore, approval of this support agreement does not constitute approval of additional resources. Any funding or billet requirements that cannot be accommodated within a supported command's existing budget must be separately addressed through normal budget processes or other special programs.

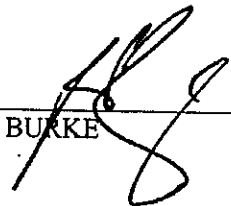
Subj: NAVY DIETITIAN SUPPORT TO OPERATIONAL FORCES

9. Review of Agreement. Each Party shall conduct an annual review on or around the anniversary date to assess impact of this inaugural program and any need for amendment. Each Party will conduct a triennial review in entirety on or around the anniversary of its effective date to check references for updates; determine if the terms of the agreement are still applicable; determine need for modification, change, or amendment due to change in policy, directive, regulation, or statute; and to evaluate continued value in meeting mission requirements. The triennial review shall be performed internally and informally by each Party. The Parties will document the triennial review by e-mail to each other and will save the review to file.
10. Modification of Agreement. Either party requiring modification of the agreement shall make written request to the other Party. This MOA may be modified at any time to meet mission requirements with the mutual written agreement of the Parties, duly signed by their authorized representatives. Any modifications, changes, or amendments to this agreement must be in writing, and are contingent upon approval by the Bureau of Medicine and Surgery (BUMED) (M3) and signature by an authorized representative of each party.
11. Disputes. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, directive, and/or instruction, be resolved by consultation between the Parties, elevation through respective chain of command, or in line with DoD Instruction 4000.19 of 25 April 2013.
12. Termination of Agreement. The Agreement may be terminated by mutual consent of the Parties concerned upon giving a written courtesy notice to the other party a minimum of 60 days in advance. In the case of military mission requirements, mobilization, National defense, public exigency, or other emergency, the agreement may be terminated (temporarily or permanently) by BUMED upon short notice and written notice to the other Parties and supported commands. It may remain in force during mobilization or other emergencies only within the Parties' capabilities.
13. Transferability. This Agreement is not transferable except with the written consent of the Parties.
14. Entire Agreement. It is expressly understood and agreed that this MOA embodies the entire agreement of the Parties and no other agreements exist between the Parties regarding the MOA's subject matter except as may be expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein.
15. Effective Period. This Agreement takes effect beginning on the day after the last Party signs.
16. Expiration Date. This Agreement expires 5 years from the last date of signature.
17. Cancellation of Previous Agreement. This is a new MOA that does not cancel or supersede a previously signed agreement between the same parties.

Subj: NAVY DIETITIAN SUPPORT TO OPERATIONAL FORCES

18. Agreed. We, the undersigned, as duly authorized representatives of our respective Parties, do agree and support the provisions and intent of this agreement as presented.


C. FORREST HAISSON III


R. P. BURKE